				FEC form 401
17 961	rm 481 - Carrier Ann ollection Form	ual Reporting		DAR J060-11419
<010>	Sludy Area Code	499011		hij, Burden Esthialte per Respondent: 20 liours
<015>	Study Area Name	Commnet Wireless, LLC		
<020>	Program Year	2014		<del> </del>
<030>	Contact Name: Perso with questions about	on USAC should contact this data	Rohan Ranazaja	
<035>	Contact Telephone Ni Number of the persor	umber: 1 Identified in data line <030>	501-448-1249	
<039>	Contact Email: Email of the person id	lentified in data line <030>	rohanranaraja@awcc.com	· · · · · · · · · · · · · · · · · · ·
				54.313 54.422
ANNUA	L REPORTING FOR A	LL CARRIERS		Completion Completion Required Required
<100>	Service Quality Improv	vernent Reporting	[complete attached workshee!]	(check box when complete)
<200>	Outage Reporting (voi	ce)	(complete altorhed worksheet)	
<210>	, g., g.,	V < check box if no outa		<u></u>
<300>	Unfulfilled Service Rec	nuests (voice)		V 3300
<310>		attempts (voice)	(attach descriptive dacument)	
<320>	Unfulfilled Service Req	•		35.00
<330>	Detail on A	Attempts (broadband)	(attach descriptive document)	Caracasasta
<400>	Number of Complaints	s per 1,000 customers (voice)	1	√
<410> <420>		Fixed Mobile		
	Number of Complaints	per 1,000 customers (broadband)		0455455555
<440>		Fixed		
<450>		Mobile		
<500>	Service Quality Standa	rds & Consumer Protection Rules Co	ompliance (check to indicate certification)	V
<510>			(attached descriptive ducument)	V
<600>	Functionality in Emerg	ency Situations	[check to indicate certification]	- <del></del>
	Company Price Offerin	es (voice)	(attached descriptive document) (complete attached warksheet)	V SCHOOLS
	Company Price Offerin	•	(complete attached worksheet)	
<800>	Operating Companies	and Affiliates	(complete attached walksheet)	V V
	Tribal Land Offerings (1		(if yes, complete attached worksheet)	Y
	Voice Services Rate Co	mparability	(check to indicate sertification)	24.50.200.000
<1010>	Terrestrial Backhaul (Y,	ζ(N)	(attach descriptive datument)  (if not, check to indicate certification)	Y
<1110>	Terrestriar docknow (1)	,,,,,	(complete attached worksheet)	
	Terms and Condition fo	or Lifeline Customers	(complete attached worksheet)	V (€EEEEEEEE
<del></del>	Price Cap Carriers, Pro-	ceed to Price Cap Additional Docum	nentation Worksheet	
	Including Rate-of-Retur	n Carriers affiliated with Price Cap L	acal Exchange Carriers	
<2000>			feheck to indicate certification)	101575
<2005>			(complete attaches warksheet)	
	Rate of Return Carriers	, Proceed to <u>ROR Additional Docur</u>	nentation Worksheet	
<3000>			(check to indicate certification)	
<3005>			(complete attoched worksheet)	

Data Coll	ection Form		FCC Form 481 OMB Control No. 3060-0986 OMB Control No. 3060-0819 July 2013
<010>	Study Area Code	499	9011
<015>	Study Area Name	Coi	mmnet Wireless, LLC
<020>	Program Year	201	14
<030>	Contact Name - Person USAC should contact regarding this data	Rol	nan Ranaraja
<035>	Contact Telephone Number - Number of person identified in data line <030>	50:	1-448-1249
<039>	Contact Email Address - Email Address of person identified in data line <030>	rot	алгапатаја@аwcc.com
<110>	Has your company received its ETC certification from the FCC?  If your answer to Line <110> is yes, do you have an existing \$54.202(a) "5	(yes / no ) NO	)
<111>	year plan" filed with the FCC?	(yes / no )	
<112>	If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.  Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which receives only frozen support, your progress report is only required to address voice telephony service Please check these boxes below to confirm that the attached PDF, on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.	Name of Atta	ched Document (.pdf)
<113>	Maps detailing progress towards meeting plan targets		
<114>	Report how much universal service (USF) support was received		
<115>	How (USF) was used to improve service quality		
<116>	How (USF)was used to improve service coverage		
<117>	How (USF) was used to improve service capacity		
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.		

(200) Service Outage Reporting (Voice)	FCC Form 481
Data Collection Form	OMB Control No. 3050-0986
	OM8 Control No. 3050-0819

<010>	Study Area Code	499011
<015>	Study Area Name	Commnet Wireless, LLC
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja
<035>	Contact Telephone Number - Number of person identified in data line <030>	501-448-1249
<039>	Contact Email Address - Email Address of person identified in data line <030>	rohanranaraja@awcc.com

<220>

NORS Reference	Outage Start	Outage Start	Outage End	Outage End	Number of Customers	Total Number of	911 Facilities Affected	Service Outage Description (Check	Did This Outage Affect Multiple Study Areas	<g>&gt; Service Outage</g>	Preventativo
Number	Date	Time	Date	Time	Affected	Customers	(Yes / No)	ail that apply)	(Yes / No)	Resolution .	Procedures
								+	<u> </u>		<del></del>
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	<del> </del>		<del> </del>	<del> </del>		<del> </del>	<del> </del>	<del> </del>			
	<del> </del> -	<del> </del> -		<del> </del>		<del> </del>	<del> </del>	<del> </del>		<del> </del>	<del> </del>
	<b></b>			<del> </del>		<del></del>	<del>                                     </del>	1		1	
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				<u> </u>		<u> </u>		<u> </u>			
	<u> </u>	ļ	<u> </u>			<u> </u>	<u> </u>			ļ <u>.</u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>		<u> </u>	<u> </u>	

# <u>Line 510 - Compliance with Service Quality Standards and</u> <u>Consumer Protection</u>

Communet Wireless, LLC ("Company") hereby certifies that it has reviewed its service quality and consumer protection practices, which it follows in connection with its provision of voice and broadband services, and that these practices ensure that the Company:

- (1) Discloses rates and terms of its voice and broadband services to customers.
- (2) Makes available maps showing where voice and broadband services are generally available.
- (3) Provides contract terms to customers and confirms changes in voice or broadband service.
- (4) Allows a trial period for new voice or broadband service.
- (5) Provides specific disclosures in advertising.
- (6) Separately identifies carrier charges from taxes on billing statements.
- (7) Provides customers the right to terminate voice or broadband service for changes to contract terms.
- (8) Provides ready access to customer service.
- (9) Promptly responds to consumer inquiries and complaints received from government agencies.
- (10) Abides by policies for protection of consumer privacy.
- (11) Provides consumers with free notifications for voice, data and messaging usage, and international roaming.

These service quality and consumer protection practice categories are the same as those included in the Consumer Code for Wireless Service ("CTIA Code" or "Code") as currently in effect.

#### Line 610 - Functionality in Emergency Situations

Section 54.202(a)(2) of the Commission's Rules requires that each eligible telecommunications carrier ("ETC") must "[d]emonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations." Section 54.313(a)(6) requires ETCs to certify that they are "able to function in emergency situations as set forth in §54.202(a)(2)" in connection with their provision of voice and broadband services.

Commnet Wireless, LLC ("Company") has deployed sufficient power generators and uses both microwave facilities and leased lines throughout its network to remain functional during emergencies. These generators and the microwave facilities/leased lines ensure that (1) a reasonable amount of back-up power will be available to ensure functionality without an external power source; (2) the Company will be able to reroute voice and broadband traffic around damaged facilities; and (3) the Company will be capable of managing spikes in voice and broadband traffic resulting from emergency situations. Therefore, the Company hereby certifies that it is able to function in emergency situations.

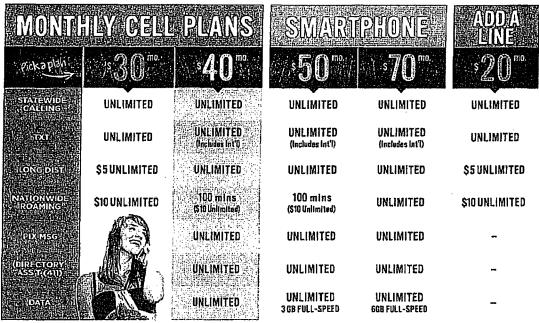
<sup>1 47</sup> C.F.R. § 54.202(a).

<sup>&</sup>lt;sup>2</sup> 47 C.F.R. § 54.313(a)(6).

ZVOCOVIRAZCIS EXOCREDITICHECKS EXVOOVERACES EXVOLUMIIS

# SAME MONEY EVERY WONTH.

BASICALLY, NO-BRAINER.



## MONTHARITARIANS

6GB FULL-SPEED DATA \$50/mo. Perfect for web browsing and social networking. 12GB FULL-SPEED DATA \$80/mo. Great for streaming music and movies.



Easy to use Easy to chose

Choice miles

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# GET YOUR TEREE RHONE AND FREE SERVICE NOW Call 776 979 FREE (2.23) factor cult to Let 9 70 FREE (2.23) factor cult Live on Neal-Reservation Lands? LIFELINE PROGRAM

- FREE phone or \$10 off any other phone. Smartphones too!
- 250 FREE local minutes of calling
- 500 FREE text messages every month
- Includes Voice Mail, Three-Way Calling, Caller ID & Call Forwarding

When you need more, Just add it \*

Out of minutes or messages? Replanish your 250 local minutes and 500 text messages for only \$10 to get you through

until your next month of servicel

ADD 168 MINUTES of long distance, good for the next 30 days --- only \$10!

### Live on Tilbel Lands? TRIBAL LIFELINE PROGRAM

- FREE phone or \$10 off any other phone. Smartphones tool
- Unlimited local and long distance calling
- Unlimited texting and picture messaging
- Includes 108 nationwide roaming minutes every month
- Includes Voice Mail, Three-Way Calling, Caller ID & Call Forwarding
- Tribal Lifeline customers may qualify for a Link Up discount. Qualified Link Up customers will receive a discount on the activation fee.

#### QUALIFY

You may qualify for the Lifeline or Lifeline Tribal Program if you meet one of the following

If you get assistance from one or more of the following programs:

- > Medicald (not Medicare)
- > Supplemental Nutrition Assistance Program (SNAP)
- > Food Distribution Program on Indian Reservations
- > Supplemental Security Income (SSI)
- > Federal Public Housing HUD/Section 8 (FPHA)
- > Low Income Home Energy Assistance Program (LIHEAP) > National School Lunch (free program only)
- > Temporary Assistance for Needy Families (TANF)
- > Bureau of Indian Affairs General Assistance
- > Tribally Administered Temporary Assistance for Needy Families
- > Head Start (must satisfy income qualifying standard)
- > Other State mandated programs

If your total gross annual household income is at or below 135% of the federally- established poverty levels set forth for the number of persons in your household.

Household Size	135% Income Requirement	
1	⊈ 15,08Q	
2	\$20,428	
3	\$25,772	
4	\$31,118	
5	\$36,464	
G	\$41,510	
7	\$47,156	
8	\$52,502	
ach Additional Person Add	\$5,348	

#### GOVERNMENT ASSISTED PROGRAM FOR ELIGIBLE HOUSEHOLDS.

Choice Wireless customers may be eligible to receive monthly reduced-rate telecommunications service under the Federal Lifeline program if they satisfy applicable eligibility criteria. Lifeline service is non-transferable and is limited to one per household. Ask a representative if you qualify.

Choice Wireless offers Lifeline service only in areas where the company has been designated Eligible Telecommunications Carrier status. Choice Lifeline offers tell blocking/ limitation at no charge to qualifying low-income cutomers

\*\*Call customer tare and choose onlien #1 to add these features. Lifetine is a governmental assistance program in cooperation with the Federal Communications Commission and the Public Utilities Commission of Nevada and New Mexico. Choice Wireless customers may be eligible to receive monthly reduced-rate falecommunications service under the Federal Lifetine program if they satisfy applicable eligibility criteria. Lifetine service is nontransferable and is limited to one per household. Ark a representative if you qualify. © 2013 Commet of Nevada,

(800) Op	erating Companies and Affiliates		FCC Form 481
Data Col	lection Form		OMB Control No. 3060-0986 OMB Control No. 3060-0819 July 2013
<010>	Study Area Code		499011
<015>	Study Area Name		Commnet Wireless, LLC
<020>	Program Year		2014
<030>	Contact Name - Person USAC should contact regarding this data		Rohan Ranaraja
<035>	Contact Telephone Number - Number of person Identified in data line <030>		501-448-1249
<039>	Contact Email Address - Email Address of person identified in data line <030>		rohanranaraja@awcc.com
<810>	Reporting Carrier		Commnet Wireless, LLC
<811>	Holding Company		Atlantic Tele-Network, Inc.
<812>	Operating Company		Commnet Wireless, LLC
<813>		<b>~2</b> >	
	Affiliates	SAC	Doing Business As Company or Brand Designation
	Elbert County Wireless, LLC	469010	Choice Wireless
	Commnet Four Corners, LLC	469011	Choice Wireless
	Commnet of Nevada, LLC	559005	Choice Wireless
	Commnet of Nevada, LLC	559007	Choice Wireless
	Choice Communications, LLC	649002	Choice Wireless
	Allied Wireless Communications Corporation (Assets and Customers sold to ATT 9/20/13)	229013	Alltel Wireless
	Allied Wireless Communications Corporation (Assets and Customers sold to ATT 9/20/13)	239023	Alltel Wireless
	Allied Wireless Communications Corporation (Assets and Customers sold to ATT 9/20/13)	479012	Alitel Wireless
	Allied Wireless Communications Corporation (Assets and Customers sold to ATT 9/20/13)	309013	Alltel Wireless
	Allied Wireless of the Palmetto State, LLC (Entity Acquired by ATT on 9/20/13)	249020	U-Lifeline Wireless
	Georgia RSA #B Partnership (Entity Acquired by ATT on 9/20/13)	229014	Alitel Wireless
		<u> </u>	
		<b> </b>	
		<del></del>	
		<del> </del>	
		<b>†</b>	

(900) Tribal Lands Reporting	FCCForm 481
Data Collection Form	OMB Control No. 3060-0986
	OMB Control No. 3060-0819
	July 2013

<010>	Study Area Code	499011
<015>	Study Area Name	Commnet Wireless, LLC
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja
<035>	Contact Telephone Number - Number of person identified in data line <030>	501-448-1249
<039>	Contact Email Address - Email Address of person identified in data line <030>	гоћапгалагаја@аwcc.com

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

if your company serves Tribal lands, please select (Yes, No, NA) for

each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

Needs assessment and deployment planning with a focus on Tribal <921> community anchor institutions; <922> Feasibility and sustainability planning; <923> Marketing services in a culturally sensitive manner; <924> Compliance with Rights of way processes Compliance with Land Use permitting requirements <925> Compliance with Facilities Siting rules <926> Compliance with Environmental Review processes <927> Compliance with Cultural Preservation review processes <929> Compliance with Tribal Business and Licensing requirements.

Pueble of Jemez, Pueblo of Namoe, Pueblo of Picuris, Pueblo of Pojoaque, Pueblo of San
Ildefonso, Pueblo of Santa Clara, Pueblo of Taos, Pueblo of Tesuque
lldefonso, Pueblo of Santa Clara, Pueblo of Taos, Pueblo of Tesuque Attach copies of Leters
Name of Attached Document (.pdf)

	(Yes,No,
1	NA)
	Υ
	持續學的
	<u>Y</u>
	Y
	Y
	<u>Y</u>
	<u>Y</u>
	<u>y</u>
	Y
	<u>y</u>

Salect



Telephone: (678) 338-5960

Facsimile: (678) 338-5961

December 6, 2012

Pueblo of Nambe Phillip A Perez (Govenor) 15A NP 102 W Santa Fe, NM 87506-2731

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

#### Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of Nambe Tribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Commet Wireless, LLC ("Commet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commet Wireless has been designated a CETC. Please be advised that Commet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

Commnet Wireless has assigned me to be the direct interface with your Tribe on the matters identified above. My address and phone are shown above, and my e-mail address is JChampagne@atni.com. My cell phone is 972-839-8006. If there is any other individual within your Tribal government with whom I should be communicating, please let me know.

I look forward to working with you.

Sincerely,



Telephone: (678) 338-5960

Facsimile: (678) 338-5961

December 6, 2012

Pueblo of Picuris Gerald Nailor (Govenor) 15A NP 102 W Penasco, NM 87553-0127

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

#### Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of Picuris Tribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Commet Wireless, LLC ("Commet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commet Wireless has been designated a CETC. Please be advised that Commet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

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I look forward to working with you.

Sincerely,



Telephone: (678) 338-5960

Facsimile: (678) 338-5961

December 6, 2012

Pueblo of Pojoaque George Rivera (Govenor) 78 Cities of Gold Road Santa Fe, NM 87506-0918

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

#### Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of Pojoaque Tribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Commet Wireless, LLC ("Commet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commet Wireless has been designated a CETC. Please be advised that Commet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

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Sincerely.

I look forward to working with you.

- John



December 6, 2012

Pueblo of San Ildefonso Perry Martinez (Govenor) Route 5 Box 315-A Santa Fe, NM

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

#### Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of San Ildefonso Tribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Communications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Communet Wireless has been designated a CETC. Please be advised that Communet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

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I look forward to working with you.

Sincerely,

Iohn Champagne

400 Northridge Road, Suite 325 Atlanta, GA 30350 Telephone: (678) 338-5960 Facsimile: (678) 338-5961



Telephone: (678) 338-5960

Facsimile: (678) 338-5961

December 6, 2012

Pueblo of Santa Clara Walter Dasheno (Govenor) PO Box 580 Espanola, NM 87532-0580

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

#### Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of Santa ClaraTribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Commet Wireless, LLC ("Commet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commet Wireless has been designated a CETC. Please be advised that Commet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

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I look forward to working with you.

Sincerely,



December 6, 2012

Pueblo of Tesuque Ramos Romero (Govenor) RR 42 Box 360T Santa Fe, NM 87506-2632

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

#### Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of Tesuque Tribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Commet Wireless, LLC ("Commet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commet Wireless has been designated a CETC. Please be advised that Commet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

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I look forward to working with you.

Sincerely,



December 6, 2012

Pueblo of Jemez Joshua Madelena (Govenor) PO Box 100 Jemez Pueblo, NM 87024-0100

Re: Notice to Tribal Government in Accordance with 47 CFR § 54.313(a)(9)

Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://www.ncai.org/tribal-directory, you are the contact person for the Tribal government of the Pueblo of Jemez Tribe. Accordingly, we are sending you this Notice, which is required by FCC Rules.

Commet Wireless, LLC ("Commet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commet Wireless has been designated a CETC. Please be advised that Commet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

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I look forward to working with you.

John Chammanna

. Charges

(1200) Ter Lifeline	rms and Condition for Lifeline Customers		FCC Form 481 OMB Control No. 3060:0986 OMB Control No. 3060:0819
Data Colle	ection Form		July 2013
<010>	Study Area Code	499011	
<015>	Study Area Name	Commnet Wireless,	uc
<020>	Program Year	2014	
<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja	
<035>	Contact Telephone Number - Number of person identified in data li		
<039>	Contact Email Address - Email Address of person identified in data I	line <030> rohanranaraja@awo	cc.com
<1210>	Terms & Conditions of Voice Telephony Lifeline Plans	http://us.cholce-wireless.com/terms-conditions Name of attached document {.pdf}	
<1220>	Link to Public Website	HTTP http://us.chaice-wireless.com/lifeline-free-phone	
<1221>		٧	
<1222>	telephony service plans offered to Lifeline subscribers,  Details on the number of minutes provided as part of the plan,	٧	
<1223>	Additional charges for toll calls, and rates for each such plan.		

#### <u> Line 1200 – Terms and Conditions for Lifeline Customers</u>

#### TERMS AND CONDITIONS

#### Definitions:

"You" and "your" mean the person or entity that subscribes to Communication Services or purchases Equipment subject to these terms and conditions (this "Agreement"). "We," "our," "us," and "Choice" refer to Choice Communications, LLC, its subsidiaries and affiliates, as well as any other person or entity doing business as Choice and providing Communication Services or Equipment to you. "Communication Service(s)" or "Service(s)" refer to any services you have asked us to provide to you through this Agreement. "Equipment" means any communications equipment or accessories you purchase from us or use in any manner in connection with your Services. The current copy of the this Agreement is maintained at www.choice-wireless.com for your reference and we may update it from time to time; it will control the terms and conditions under which we provide Equipment and Service to you, such as rate plans, access charges, fees, taxes and surcharges, and the Equipment you have selected. Under this Agreement agreed to establish an Account (the "Account") for use of Choice prepaid wireless associated services (the "Service").

#### Acceptance:

You accept this Agreement when you use the Service or Equipment. If you do not accept, you should promptly return the box with the phone and all its contents undamaged to your place of purchase. Phones purchased directly from Choice must be returned within 30 days from purchase and have less than 30 minutes of airtime usage. Phones purchased at other locations are subject to that location's return policy. Activation charges and airtime fees are not refundable.

#### Account:

You agree to pay for the Service by deductions from your Account. After your initial Account set up, or making an additional payment for your existing Account, we will provide the Service to you until you have depleted your Account balance. Charges for the Service including, without limitation, wireless airtime, long distance, roaming (if available), balance increases, text and multi-media messages, downloadable applications, directory assistance, and voicemail usage will be deducted automatically from the Account at the applicable rate, depending on your plan and choice of features. If at any time the balance in your Account becomes zero or negative, you may not receive further Service until you make a payment for your Account that creates a positive balance. Call times are billed in one minute increments in which ALL calls will be rounded up to the next one minute increment unless otherwise measured. For data Services, data transport is billed in full-kilobyte increments, and actual transport is rounded up to the next full kilobyte increment at the end of each data session for charging purposes. We charge a full kilobyte of data transport for every fraction of the last kilobyte of data transport used on each data session. Network overhead, software update requests, and re-send requests caused by network errors can increase measured kilobytes. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes, or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. The length of a call or data session will be measured from when you initiate it (typically, when you press the "Send" key) until you terminate it (typically, when you press the "End" key). Incoming calls will incur airtime charges when you answer the call. Airtime is also charged when a caller leaves you a voicemail and when you access your voicemail or retrieve messages from your Choice wireless phone or another touch-tone phone. You may incur additional charges for roaming or long distance calls. Rates and charges while roaming outside of your local Choice service area may be different from your Choice service area rates. We reserve the right to select the carrier you will use while roaming. Certain features may not be available in all areas or accessible to all wireless phones. You may only access Services through the telephone number assigned to you while the Account is active. All airtime sales are final and non-refundable.

#### Payments:

When a rate plan and / or feature(s) are selected, we will assess your Account for all charges associated with the Services. Payment will be due at activation for all charges associated with Equipment. Your

account must have sufficient funds to accommodate the charges assessed on your assigned cycle date according to your rate and feature selections to avoid service interruption. If you have authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us. You are responsible for paying all charges applicable to your Account, including, if applicable, charges for access, airtime, features, text and multi-media messaging, roaming, toll, long distance, and directory assistance. In addition, you are responsible for paying any taxes, surcharges, fees, and assessments imposed by us or a governmental authority from time to time in connection with the Services or the Equipment.

#### Personal Identifiers:

We assign telephone numbers and other personal identifiers in connection with the Service. You have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. In the event that you request a transfer of your Account and we approve the transfer, that would entail a transfer of personal identifiers to another party; we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment. Choice is not responsible for, nor do we give refunds for money you may lose due to, lost, stolen, or misused personal identifiers.

#### Termination By Us:

We may, without liability, limit, interrupt, terminate, or refuse to provide a Service for the following reasons, or for any other good cause: (a) if you do not honor any provision of this Agreement, (b) if you use a Service in a manner that adversely affects Service to other customers or harasses our customers, our employees, or others, (c) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so, (d) if you modify your wireless phone or any software or firmware residing thereon from the original manufacturer's specifications, including for the purpose of accessing services not provided by Choice, (e) if your Service is used in a manner that is excessive or unreasonable with respect to volume or length of calls when compared to the predominant volume or length of call of other Choice customers in your geographic area, or (f) if the majority of your Service is used roaming on a network not owned or operated by Choice. You may not resell any Service. If you maintain a zero or negative balance in your Account for a period of 120 consecutive days, we may suspend or terminate your Account. If you do not use your Account for a period of 120 consecutive days, we may suspend or terminate your Account; If the account is suspended you may not receive credit for any balance remaining in your Account. If we suspend or terminate your account, you may request that we reinstate your Service (which may entail activating a new Account) by calling 1-800-CHOICE9 if you are a US Customer, or 340-220-CHOICE if you are a customer of the US Virgin Islands. You may be assigned a new number at that time and a reactivation fee may apply. We reserve the right not to restore Service interrupted or terminated due to your breach of this Agreement, even if you correct the violation and pay any amounts due at time of termination; if we decide to restore your Service that we interrupt or terminate due to your breach of this Agreement, we may require you to pay a restoration charge as a condition of restoring your Service.

#### Services Provided By Third Parties:

The Services will be provided either by Choice, an affiliate of Choice, or by our third-party vendors or contractors. We reserve the right to change or modify without notice the source or provider of any Services provided to you.

Unauthorized Use of Third Party Services: You agree that the wireless phone you purchase may not be used to access any services equivalent to the Services that are provided by another wireless service provider or any other third party. Your wireless phone contains programming designed to enable access only to the Services provided by Choice. Using any manual or electronic means to circumvent any restrictions placed on your wireless phone or to modify without authorization any programming supplied on your phone is a violation of this Agreement.

Privacy And Customer Proprietary Network Information: You authorize us to monitor and record communications to us regarding your Account and the Services; we do this for purposes of quality assurance. We will not give you notice of any subpoenas or court orders related to your Account or your use of Services unless we are required by law to do so. Information in our billing and customer care systems concerning your Account and your use of Services belongs to us, and you have no expectation

of privacy with respect to such information. You agree that we may disclose information we have about you, your Account, and the Services you use (1) when required to do so by law, (2) to third parties solely for the purpose of assisting us in providing any Service to you, and (3) if we reasonably believe that an emergency involving immediate harm to a person or property requires disclosure. We may also analyze your Account and usage information to communicate with you regarding Equipment or Services that may become available to you.

#### Theft and Fraud:

If your Service or Equipment is lost or stolen or fraudulently used, then you are responsible for all usage incurred before Choice receives notice from you of such loss or theft. You agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).>

#### Limitation of Liability:

In the event we are found to be responsible to you for damages in any way relating to this Agreement, your Account, the Services, or the Equipment, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE or THE AVERAGE MONTHLY PAYMENT YOU MADE TO US TO REPLINISH YOUR ACCOUNT BALANCE FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES. WE ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEYS' FEES.

#### Disclaimer of Warranties:

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We are not responsible for circumstances beyond our control, including without limitation acts or omissions of others, atmospheric conditions, or acts of God. We do not promise uninterrupted or error free Service. We may not manufacture any Equipment or software that you may use in connection with your Service, and your only warranties and representations with respect to Equipment or software are those provided by the manufacturer (with respect to which we have no liability whatsoever).

#### About These Terms and Conditions:

If you lose your copy of this Agreement, you may retrieve a current electronic copy from www.choice-wireless.com at any time. At any time and at our sole discretion, we may change the terms and conditions of this Agreement, including any charge or fee, or we may require a new charge or fee. We will make reasonable efforts to notify you of any material changes to your Service by text message and by posting the updated terms and plans at www.choice-wireless.com.

#### Applicable Law:

Your Agreement and Choice's provision of Services to you are subject to (a) the laws of the state in which the Service is obtained and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

#### Assignment:

Choice may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

#### No Waiver; Severability:

If Choice does not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

#### Third Parties:

This Agreement is for the benefit of you and Choice only, and not any third party.

#### ARBITRATION:

ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES AND EQUIPMENT MUST BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, USING THE WIRELESS INDUSTRY ARBITRATION RULES. INFORMATION REGARDING THIS PROCEDURE MAY BE FOUND AT WWW.ADR.ORG. EACH PARTY WILL BEAR THE COST OF PREPARING AND PROSECUTING ITS CASE, WE WILL REIMBURSE YOU FOR ANY FILING OR HEARING FEES TO THE EXTENT THEY EXCEED WHAT YOUR COURT COSTS WOULD HAVE BEEN IF YOUR CLAIM HAD BEEN RESOLVED IN A STATE COURT HAVING JURISDICTION. THE ARBITRATOR HAS NO POWER OR AUTHORITY TO ALTER OR MODIFY THE AGREEMENT OR THESE TERMS AND CONDITIONS, INCLUDING THE FOREGOING LIMITATION OF LIABILITY SECTION. ALL CLAIMS MUST BE ARBITRATED INDIVIDUALLY, AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIMS. THIS PROVISION IS SUBJECT TO THE FEDERAL ARBITRATION ACT. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION CLAUSE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

#### Entire Agreement:

This Agreement is the entire Agreement between you and us, which may only be amended as described above. This Agreement supersedes any and all statements or promises made to you by any of our employees or agents.

#### Lifeline Services:

As part of federal government program, we offer discounted wireless service to qualified low income residents in selected States. For questions or to apply for Lifeline service, call 1-800-CHOICE9 if you are a US Customer, or 340-220-CHOICE if you are a customer of the US Virgin Islands

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